

# Open Study College Terms & Conditions

## 1 Definitions

In this agreement unless otherwise stated:

- 1.1 "Materials" means the learning materials and books for the distance learning course. This includes any replacement materials and books.
- 1.2 Your "Tutor Support Period" depends on which course you choose to study and will be between one and three years unless otherwise stated in your course materials. "Price" means the price of materials, delivery, packing & VAT, which is the price set out on the Open Study College website
- 1.3 'We' and 'Us' means Open Study College.
- 1.4 'You' means the student.
- 1.5 Singular words shall include the plural and vice versa; and
- 1.6 Headings are included for convenience only and shall not affect the construction or interpretation of this Agreement.

## 2 Payments

- 2.1 We agree to sell and you agree to buy the distance learning package for the total cost/ cash price set out below.
- 2.2 Under no circumstances shall we be deemed to have received payment until payment has been received by us in full.
- 2.3 The full price or deposit for the course must be paid prior to the materials being delivered.
- 2.4 We will only accept payment in full from international students.

## 3 Ordering (UK)

- 3.1 All prices for products listed on the Open Study College website are quoted in sterling (UK pounds) including VAT at 15% where applicable and delivery within the UK including N.Ireland and the Channel Islands. A total order price including VAT and delivery is given when using the on-line checkout. Due to fluctuations in supplier price, we reserve the right to change our prices without notice. Any such price changes will be applied instantly to this web site, allowing you to be aware of them before ordering. Errors and omissions accepted.

## 4 Delivery of Materials

- 4.1 Materials will be sent by courier to the address you have given us for delivery.
- 4.2 You will inspect the materials upon delivery and contact us with any discrepancies immediately.
- 4.3 Subject to your order being authorised and barring system failure, we will dispatch all orders where possible on the following working day. Please allow up to 10 working days for delivery.

## 5 Practical Training

- 5.1 The topics covered during the practical training will be as close to as possible to the topics stated on the website, however we reserve the right to make minor changes to the practical training.
- 5.2 All outstanding course fees must be paid at least one month before your practical training is due to commence.

## 6 Course Transfer

- 6.1 You have a course transfer period of 7 working days.
- 6.2 There will be a transfer fee of £35.00, and there will be no refund if your discontinued course is higher in value than the course you are transferring to. If the new course is higher in value, payment will need to be paid in full at the time of transfer.

## 7 Services

- 7.1 If you chose to sit an external examination after your course, we will provide the information to you that we have. You will be solely responsible for making arrangements to sit the examination and for paying any fees.
- 7.2 If we, at our sole discretion, assist you in making your examination arrangements by providing you with information about the time and location of local examinations or reserving an examination place for you, you acknowledge that we shall not be responsible for any losses incurred by you as a result of inaccurate information provided in connection with any such arrangement except such losses, excluding business losses, caused by failure to act with reasonable care and skill.

## 8 Data Protection

- 8.1 We are registered with the Data Protection Office No: Z134852X
- 8.2 We will not disclose your details to any person, unless your consent is given to us or we need to do so by any law enforcement of government authority.
- 8.3 You agree that, in relation to information, which we hold on you from time to time, we may:

- 8.4 Use your information to provide the materials to you.
- 8.5 Use your information to inform you of any other course, products or services that may be of interest to you.
- 8.6 Share your information with our partner companies, and associated Colleges to inform you about any other products or services that may be of interest to you.

## 9 Other Terms

- 9.1 Special offers are subject to availability. Special offer discounts are only available at the time of ordering.
- 9.2 Title to goods remains with Open Study College until payment in full has been received.

## 10 Copyright

- 10.1 Copyright and limitations on use: © 2008 Open Study College. All rights reserved. Republication, reproduction or redistribution of Open Study College content, including by framing or similar means, is prohibited without the prior written consent of Open Study College.
- 10.2 Disclaimer of Warranties and Liability: The Web sites include facts, views, opinions and recommendations of individuals and organisations that we have deemed may be of interest to you. However, we do not guarantee the accuracy, completeness or timeliness of, or otherwise endorse the views, opinions or recommendations of others.

## 11 Cancellation

- 11.1 Under the Distance Selling Regulations 2000, you have a cooling off period of 7 working days from receipt of materials. You will need to make this request to us in writing and return the materials to us at your own cost in reasonable condition. If the materials are not in a reasonable condition, you may be charged to replace these materials.

## 12 Warranties and Limitations/Liability

- 12.1 We warrant that the Materials will be of satisfactory quality but do not warrant that the Materials will be error free.
- 12.2 We warrant that we will perform any services provided hereunder with reasonable skill and care.
- 12.3 We intend to rely on the written terms set out here and on the other side of this document. If you require any changes, please ensure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what we, and you, are expected to do.
- 12.4 Other than in respect of liability for death or personal injury arising from our negligence, we shall not be liable for: (a) losses that were not foreseeable to both parties when this Agreement was made; (b) losses that were not caused by any breach on our part; or (c) business losses and/or losses to non-consumers.
- 12.5 Our liability for direct losses arising out of our negligence (other than in respect of liability for death or personal injury), breach of contract or any other cause of action arising out of or in connection with this Agreement shall be limited to the total price paid for the Distance Learning Package as quoted.
- 12.6 Other than in respect of liability for death or personal injury arising from our negligence, we shall not be liable for any indirect or consequential loss or damage whatsoever (including without limitation any loss of profits, loss of revenue, loss of opportunity or your liabilities to third parties) which you may suffer arising out of or in connection with this Agreement.
- 12.7 If you have elected to take our damage cover plan, we will replace free of charge any
- 12.8 Materials which are accidentally lost, damaged or stolen during [the Support Period].
- 12.9 All claims under Clause 6(vi) must:
  - 12.9.1 Be submitted to Open Study College in writing
  - 12.9.2 Itemise the Materials which need to be replaced; and
  - 12.9.3 Be made within 14 days of the damage occurring.